



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 19, 2007

IN REPLY PLEASE

REFER TO FILE: **AS-0**
75905
75906
75908
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

JANITORIAL SERVICES
SUPERVISORIAL DISTRICTS 1, 3, AND 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the services as amended continue to be capable of being more economically performed by an independent contractor than by County employees.
3. Approve amending Contract Nos. 75905, 75906, and 75908 for janitorial services to add one additional location to each of these contracts and to increase the Living Wage rates to comply with the amended Living Wage ordinance, effective July 1, 2007, or upon Board approval, whichever occurs last.
4. Authorize Public Works to encumber additional funds for Contract No. 75905 in the amount of \$2,060 for the current contract term, which expires on October 23, 2007; to increase the annual not-to-exceed amount from \$9,120 to \$11,180; and to encumber an additional annual amount of \$6,180 for each of the two remaining optional renewal years to increase the annual not-to-exceed amount from \$9,120 to \$15,300. Funds are available in Public Works' 2007-08 Internal Service Fund and Flood Fund budgets.

5. Authorize Public Works to encumber additional funds for Contract No. 75906 in the amount of \$2,572 for the current contract term, which expires on October 23, 2007; to increase the annual not-to-exceed amount from \$26,160 to \$28,732; and to encumber an additional annual amount of \$7,716 for each of the two remaining optional renewal years to increase the annual not-to-exceed amount from \$26,160 to \$33,876. Funds are available in Public Works' 2007-08 Internal Service Fund and Road Fund budgets.
6. Authorize Public Works to encumber additional funds for Contract No. 75908 in the amount of \$5,816 for the current contract term, which expires on October 23, 2007; to increase the annual not-to-exceed amount from \$10,128 to \$15,944; and to encumber an additional annual amount of \$17,448 for each of the two remaining optional renewal years to increase the annual not-to-exceed amount from \$10,128 to \$27,576. Funds are available in Public Works' 2007-08 Road Fund budget.
7. Instruct the Chairman to execute these amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 24, 2006, Agenda Item 17, your Board approved Contract Nos. 75905, 75906, and 75908 with Premier Building Maintenance Services, Inc., for janitorial services. The contracts were for an initial one-year period with two 1-year renewal options beginning October 24, 2006. These amendments will help Public Works expeditiously meet the need for expanded janitorial services at three Public Works facilities throughout the County of Los Angeles. The purpose of this action is to add Pickens Yard to Contract No. 75905 for Janitorial Services at Altadena Yard, Baldwin Park Subyard to Contract No. 75906 for Janitorial Services at Baldwin Park, and Agoura Yard to Contract No. 75908 for Janitorial Services at Malibu Yard, and to increase the Living Wage rates to comply with the amended Living Wage ordinance.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility as the contractor's expertise allows for effectively providing services in a timely, effective, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The total cost of these additional services will increase the contracts' aggregate annual not-to-exceed amount from \$45,408 to \$55,856 for the current contract year (four months remaining) and to \$76,752 for each of the two remaining option-years. Funds are available in Public Works' 2007-08 Flood Fund, Internal Service Fund, and Road Fund budgets.

Contract Nos.	Contractor	Supervisory Districts	Location	Current Annual Amount	New Annual Amount for Current Contract Term	New Annual Amount for Renewal Years
75905	Premier Building Services, Inc.	1	Altadena/Pickens	\$9,120	\$11,180	\$15,300
75906	Premier Building Services, Inc.	5	Baldwin Park/ Baldwin Park Subyard	\$26,160	\$28,732	\$33,876
75908	Premier Building Services, Inc.	3	Malibu/Agoura	\$10,128	\$15,944	\$27,576
Contracts' aggregate annual amount			Total	\$45,408	\$55,856	\$76,752

Utilizing a methodology approved by the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that the additional services can be more economically performed by independent contractors than by County employees. This Proposition A contract does not allow for a cost-of-living adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed amendments have been executed by the Contractor and approved as to form by County Counsel. Except as specifically amended, the existing contracts' terms, specifications, and conditions remain unchanged.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and the contractor has agreed to pay its full-time employees providing County services a Living Wage in accordance with the amended Living Wage ordinance.

The Honorable Board of Supervisors
June 19, 2007
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ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from CEQA as set forth in Section 15301 of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will continue the current contract services.

CONCLUSION

Enclosed are three copies of each amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copies should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

JA

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Enc. 3

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 75905

JANITORIAL SERVICES AT ALTADENA YARD/PICKENS YARD

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and PREMIER BUILDING MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75905 was entered into between the COUNTY and the CONTRACTOR on October 24, 2006, for Janitorial Services at Altadena for a period of one year with two 1-year renewal options; and

WHEREAS, this Contract was awarded under the authority of Los Angeles County Code, Section 2.212 (Contracting with Private Business); and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the COUNTY Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for their option-year or otherwise amended after June 15, 2007; and

WHEREAS, the CONTRACTOR is willing to pay its employees providing service under this Contract the revised Living Wage Program's hourly rates; and

WHEREAS, the COUNTY and the CONTRACTOR have agreed on a new annual Contract Maximum Amount, which reflects the CONTRACTOR'S revised Living Wage Program's hourly rates; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add the Pickens Yard to the CONTRACTOR'S janitorial service (hereinafter referred to as "service"); and

WHEREAS, the CONTRACTOR desires to provide the additional services.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

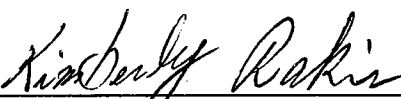
By _____
Deputy

APPROVED AS TO FORM:

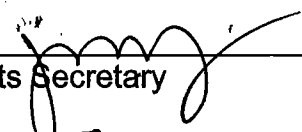
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

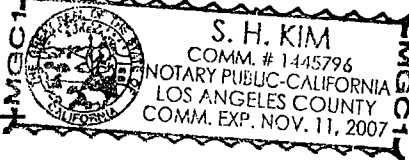
PREMIER BUILDING MAINTENANCE
SERVICES, INC.

By  _____
Its President

KIMBERLY RAKIS
Type or Print Name

By  _____
Its Secretary
JOSH SONG
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> } On <u>May 17 2007</u> before me <u>S. H. Kim Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>KIMBERLY RAKIS & Joshua Yumha Song</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal: <u>[Signature]</u> <small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>PRESIDENT</u>, AND <u>SECRETARY</u> <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>KIMBERLY RAKIS AS PRESIDENT</u> <u>& Joshua Y. Song as Secretary</u> <u>of Premise Building Maintenance</u> <u>Services, Inc.</u></p>
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ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, It could prevent fraudulent attachment of this certificate to unauthorized document.

<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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STATEMENT OF WORK

JANITORIAL SERVICE AT FLOOD MAINTENANCE – PICKENS YARD

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Stan Lamb of Flood Maintenance Division, who may be contacted at (818) 248-3842, e-mail address: slamb@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 4 p.m. The Contract manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Locations

Flood Maintenance Division – Pickens Yard, 4628 Briggs Street, La Crescenta, California 91214. Building No. 1 (offices, bathrooms, kitchen)

C. Work Description

1. Daily Cleaning (Monday and Thursday Only)

- a. Clean all rest room fixtures, mirrors, and floors. Stock rest rooms with supplies. Note: paper supplies, waste receptacle plastic liners, and rest room soap will be provided by Public Works.
- b. Vacuum all carpeted areas. Spot clean soiled areas, as necessary.
- c. Sweep and wet mop linoleum and tile floors.
- d. Dust all office desks and equipment, counters, book shelves, furniture.
- e. Clean all windows (inside and outside), window ledges.
- f. Clean bathroom toilets, basins, and kitchen sink.
- g. Restock toilet paper, paper towels.
- h. Empty all trashcans and dump the collected trash in the designated container. Replace plastic liners, as necessary.
- i. Clean drinking fountains.
- j. Spot wash walls, light switch plates as necessary.

2. Quarterly Cleaning

- a. Wax linoleum floors.
- b. Clean window screens.

3. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.

We will provide cleaning products and supplies.

EXHIBIT G.1

BID SHEET

FOR JANITORIAL SERVICES AT PICKENS YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Flood Maintenance Division Pickens Yard	\$ 490.00	\$ 5,880.00
TOTAL ANNUAL PRICE =		5,880.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
Kimberly Rakis <i>Kimberly Rakis</i>		
TITLE OF AUTHORIZED PERSON		DATE
President		3/9/2007
BIDDER'S ADDRESS:		
4055 Wilshire Blvd. Suite 257 Los Angeles, CA 90010		
PHONE	FAX	E-MAIL
(213) 386-2552	(213) 386-2546	PBMS@pacbell.net

EXHIBIT G.2

BID SHEET

FOR JANITORIAL SERVICES AT ALTADENA YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Fleet Management Group Altadena Yard	\$ 785.00	\$ 9,420.00
TOTAL ANNUAL PRICE =		9,420.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		DATE
President		4/13/07
BIDDER'S ADDRESS:		
4055 Wilshire Blvd. Suite# 257 Los Angeles, CA 90010		
PHONE	FAX	E-MAIL
(213) 386-2552	(213) 386- 2546	PBMS@pacbell.net

JANITORIAL SERVICES AT ALTADENA YARD

FORM LW-8

PROPOSER:

[illegible]

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc); hours to be worked daily, weekly and annually by each classification; hourly and annual rates for each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's cost for equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should equal the annual price as quoted in Form PW-2, Schedule to Prices.

JANITORIAL SERVICES AT PICKENS YARD

FORM LW-8

PROPOSER:
Premier Building Maintenance Services

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Supervisor	On-Call	On-Call	On-Call	On-Call	On-Call	On-Call	On-Call	On-Call	On-Call	On-Call	\$
Custodian		2.5			2.5			5*	260	9.64	\$ 2,506.40
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
Comments/Notes:											\$ -
*Includes Travel Time									Total Annual Salaries		\$ 2,506.40
								(1) Vacations, Sick Leave, Holiday			\$ 178.46
								(2) Health Insurance **			\$ 572.00
								(3) Payroll Taxes & Workers' Compensation			\$ 590.67
								(4) Welfare and Pension			\$ -
								Total Annual Employee Benefits (1+2+3+4)			\$ 1,341.13
								(5) Equipment Costs			\$ 180.00
								(6) Service and Supply Costs			\$ 966.92
								(7) General and Administrative Costs			\$ 617.40
								(8) Profit			\$ 268.15
								Total Annual Other Costs (5+6+7+8)			\$ 2,032.47
								TOTAL ANNUAL PRICE			\$ 5,880.00

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost makes it difficult for small businesses to remain competitive.

THIS COST METHODOLOGY IS TO SHOW, IN DETAIL, HOW THE PROPOSER ARRIVED AT THE PROPOSED CONTRACT PRICE. THIS METHODOLOGY IS TO REFLECT EMPLOYEE CLASSIFICATIONS TO BE USED (E.G., LANDSCAPE MAINTENANCE LABORER, WORKING SUPERVISOR, ETC); HOURS TO BE WORKED DAILY, WEEKLY, AND ANNUALLY.

to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means

ATTACHMENT B

any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and

ATTACHMENT B

certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material

ATTACHMENT B

breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not

ATTACHMENT B

apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

AMENDMENT 1 TO CONTRACT NO. 75906

JANITORIAL SERVICES AT BALDWIN PARK YARD AND SUBYARD

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and PREMIER BUILDING MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75906 was entered into between the COUNTY and the CONTRACTOR on October 24, 2006, for Janitorial Services at Baldwin Park for a period of one year with two 1-year renewal options; and

WHEREAS, this Contract was awarded under the authority of Los Angeles County Code, Section 2.212 (Contracting with Private Business); and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the COUNTY Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for their option-year or otherwise amended after June 15, 2007; and

WHEREAS, the CONTRACTOR is willing to pay its employees providing service under this Contract the revised Living Wage Program's hourly rates; and

WHEREAS, the COUNTY and the CONTRACTOR have agreed on a new annual Contract Maximum Amount, which reflects the CONTRACTOR'S revised Living Wage Program's hourly rates; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add the Baldwin Park Subyard to the CONTRACTOR'S janitorial service (hereinafter referred to as "service"); and

WHEREAS, the CONTRACTOR desires to provide the additional services.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

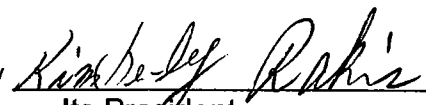
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

PREMIER BUILDING MAINTENANCE
SERVICES, INC.

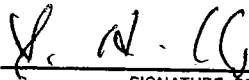
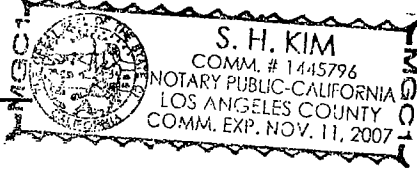
By  _____
Its President

KIMBERLY RAKIS
Type or Print Name

By  _____
Its Secretary

JOSH SONG
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> }</p> <p>On <u>May 17 2007</u> before me <u>S.H. Kim Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>KIMBERLY RAKIS & Joshua Yumha Song</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;">  <small>SIGNATURE OF NOTARY</small> </div> <div style="text-align: center;">  </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>PRESIDENT</u> AND <u>SECRETARY</u> <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>KIMBERLY RAKIS AS PRESIDENT</u> <u>& Joshua Y. Song as Secretary</u> <u>of Premise Building Maintenance</u> <u>Services, Inc.</u></p>		
<p><small>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</small></p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>		

STATEMENT OF WORK

JANITORIAL SERVICES AT TRAFFIC OPERATIONS SUBYARD – BALDWIN PARK

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Bruce Bugher of Operational Services Division, who may be contacted at (626) 814-1031, e-mail address: bbugher@dpw.lacounty.gov, Monday through Thursday from 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Traffic Operations Subyard - Baldwin Park, 14514 Central Avenue, Baldwin Park, California 91706.

C. Work Description1. Daily Cleaning

- a. Clean all rest room fixtures, mirrors, toilets, sinks, floors, etc. Polish all chrome fixtures. Stock rest rooms with supplies. Note: paper supplies, plastic waste receptacle liners, and hand soap (powder and liquid) will be supplied by Public Works.
- b. Vacuum all carpeted areas. Spot clean soiled areas, as necessary.
- c. Empty all interior and exterior waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- d. Sweep and wet mop all tile and concrete floors. Buff, as needed.
- e. Spot wash walls, as necessary.
- f. Spot clean windows, as necessary.
- g. Clean and dust crew room and furniture. Arrange furniture in an orderly manner.
- h. Wipe dust from office chairs, desks, equipment, files, cabinets, shelves, and partition ledges.
- i. Clean porch area.
- j. Clean doorknobs, kick plates, baseboards, and threshold plates.
- k. Clean exterior window ledges.

2. Monthly Cleaning

- a. Clean all rest room walls and partitions.
- b. Clean office office doors (more often, if necessary).
- c. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls and columns.
- d. Clean all ceiling vents of dust, film, stains, spillages, etc.
- e. Heavy mop all tile and concrete floors.
- f. Clean/dust all high ledges including windowsills.
- g. Vacuum upholstered furniture.

3. Quarterly Cleaning

- a. Scrub and buff all floors.
- b. High dust all office and corridor areas, and other areas, as required.
- c. Wash and clean the interior and exterior of all windows.

4. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months and on Saturdays. Carpet is to be thoroughly vacuumed before shampooing.
- b. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
- c. Clean all exterior screens, more often if necessary.

5. Annual Cleaning

- a. Clean light fixtures once per year, more often, if necessary.

6. Descriptions of Service Areas

1.	<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
	Office Building	Two carpeted rooms, tiled restroom, and Concrete porch	638
2.	Crew Building	Carpeted room, tiled restroom	231
	Total Square Footage		869
	Estimated Square Footage of Carpeted Area		599

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any rest room facilities requiring repairs and graffiti abatement to the on-site Contact Manager or designee immediately, so necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in rest rooms highly polished at all times. The top and the side rims of urinals, side surfaces, and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners, such as Babo-type cleaning agent, shall not be used in rest room cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid overwetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects, which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.

11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of service will be Tuesday and Thursday between 1 p.m. and 2:30 p.m. Public Works reserves the right to change the hours and days of service with reasonable notice to the Contractor. The Contractor shall provide a minimum of one and a half (1.5) hours per service day in order to adequately meet the requested daily (Tuesday and Thursday) cleaning requirements. This minimum does not include time for the Contractor to perform the other incremental cleaning requirements (weekly, monthly, quarterly, semiannual, and annual).

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.

2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges, which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary," reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, toilets, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - All of the time limits and acts required to be done by both parties are of the essence of this Contract;
 - The parties are both experienced in performance of this Contract work;
 - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization

of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the amount shown in Exhibit A.2, Performance Requirements Summary.

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**PERFORMANCE REQUIREMENTS SUMMARY FOR TRAFFIC OPERATIONS
SUBYARD AT BALDWIN PARK**

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
Rate of pay, hours and days of services	Custodians shall be paid in accordance with the Living Wage Ordinance.	Inspection and review of records	\$100 per day in accordance with the Living Wage Ordinance	Delay in monthly payment
Certified Monitoring Report	Shall be submitted along with invoice each month.	Inspection and review of records	\$100 per day in accordance with the Living Wage Ordinance	Delay in Monthly payment
The following services will be deducted as indicated in the Deduction from Contract Price column for the first offense only. The second offense will be double the amount of deduction, the third will be triple the amount of deduction, and any further offense may result in termination of the Contract.				
CONTRACT ADMINISTRATION				
Insurance	Current proof of insurance meeting contract requirements shall be submitted prior to effective date of contract and on a timely basis thereafter.	Inspection and review of records	\$250 per day	\$50 per day from intended date of commencement of work
Training program	Document training of each employee.	Quarterly check of training records against time cards	\$250 per week per untrained employee	
Custodian staffing	Custodian staffing level is equal or exceeds contract requirements.	Inspection and review of records	\$50 per hour per absent employee	
Photo I.D. badges	Photo I.D. badges worn by all employees on the job at all times.	Inspection	\$50 each incident	
Uniform	Uniforms worn by all day time employees on the job.	Inspection	\$50 each incident	
Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	Inspection	\$100 per day for use of non-English speaking supervisor	
Chemicals	Properly labeled, secured, etc.	Inspection	\$20	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
DAILY CLEANING REQUIREMENTS				
Sweep/dust mop and wet mop all floors and steps.	Free of dust, dirt, debris, spillage, etc. Remaining dirt or debris is inconspicuous except on very close inspection.	Inspection	\$50 per room	
Vacuum carpeted areas, including any mats or area rugs, and spot clean as necessary.	Free of dust, dirt, debris, spillages, spots, stains, etc.	Inspection	\$50 per room	
Dust/clean lower surfaces of chair rungs, desk sides, and ledges.	Free of dust, spots, cobwebs, spillages, wax buildup, etc.	Inspection	\$20	
Dust/clean cabinets and shelves.	Free of dust, spillages, etc.	Inspection	\$20	
Dust desks, chairs, files, and ledges.	Free of dust, debris, etc.	Inspection	\$20	
Dust/clean movable desk files.	Free of dust, debris, etc.	Inspection	\$20	
Clean crew room.	Arrange furniture in an orderly manner.	Inspection	\$50	
Spot clean walls and windows.	Free of fingerprints, spots, spillages, streaks, etc.	Inspection	\$25	
Empty and clean interior waste receptacles.	Free of trash, odor, dirt, stains, streaks, etc. Must have clean plastic liners arranged daily.	Inspection	\$20	
Clean porch.	Free of trash, dirt, stains, etc.	Inspection	\$50	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
DAILY CLEANING REQUIREMENTS				
Empty and clean Exterior waste Receptacles.	Free of trash, odor, dirt, stains, streaks, spillages, etc. Must have clean plastic liners arranged daily.	Inspection	\$50	
Empty and clean dispensers and containers.	Free of dust, streaks, spots, etc.	Inspection	\$50	
Stock paper supplies.	All dispensers must be filled to capacity.	Inspection	\$50	
Clean mirrors, toilets, sinks, fixtures, and chrome fittings.	Free of dust, spots, fingerprints, streaks, stains, etc. Chrome should be free of water marks, streaks, film, etc.	Inspection	\$20	
Dust and clean doorknobs, doorjambs, kick plates, baseboards, and threshold plates.	Free of spots, dirt, spillages, wax buildup, etc.	Inspection	\$20	
Clean exterior window ledges.	Free of dust, dirt, debris, spots, spillages, etc.	Inspection	\$50	
MONTHLY CLEANING REQUIREMENTS				
Clean rest room walls and partitions.	Free of fingerprints, spots, spillages, streaks, etc.	Inspection	\$50	
Clean office doors.	Free of dust, fingerprints, spots, scuff marks, streaks, etc.	Inspection	\$50	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
MONTHLY CLEANING REQUIREMENTS				
Dust walls.	Free of dust, cobwebs, etc. Remove handprints from walls in offices, around door facings, and on corridor walls.	Inspection	\$50	
Clean all ceiling vents.	Free of dust, film, stains, spillages, etc.	Inspection	\$20	
Heavy mop all tile and concrete (hard-surfaced) floors.	Free of spots, film, streaks, stains, etc. Apply wax and buff.	Inspection	\$100	
Clean/Dust high ledges and moldings.	Free of dust, cobwebs, etc.	Inspection	\$50	
Vacuum upholstered furniture and draperies.	Free of dust, lint, dirt, etc.	Inspection	\$50	
QUARTERLY CLEANING REQUIREMENTS				
Scrub and buff all floors.	Free of dirt, spots, film, streaks, stains, etc.	Inspection	\$10/Square Ft. requiring redo	
High dust all office and corridor areas.	Free of dust, cobwebs, etc.	Inspection	\$50	
Wash and clean interior and exterior of all windows.	Free of spots, film, streaks, etc.	Inspection	\$50	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
SEMIANNUAL CLEANING REQUIREMENTS				
Dry foam shampoo carpeted floors.	Free of dirt, spots, stains, streaks, spillages, etc.	Inspection	\$10/Square Ft. requiring redo	\$500
Clean air defuser grills and ceiling area around defusers.	Free of dirt, spots, film, streaks, stains, etc.	Inspection	\$100	
Clean all exterior window screens.	Free of dirt, spots, film, spillages, etc.	Inspection	\$100	
ANNUAL CLEANING REQUIREMENTS				
Clean light fixtures.	Free of dirt, dust, film, stains, etc.	Inspection	\$250	

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BID SHEET

FOR JANITORIAL SERVICES AT BALDWIN PARK SUB-YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Operational Services Division Baldwin Park Sub-Yard	\$ 478.00	\$ 5,736.00
TOTAL ANNUAL PRICE =		5,736.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
Kimberly Rakis <i>Kimberly Rakis</i>		
TITLE OF AUTHORIZED PERSON		DATE
President		3/9/2007
BIDDER'S ADDRESS:		
4055 Wildhire Blvd. Suite257 Los Angeles, Ca 90010		
PHONE	FAX	E-MAIL
(213) 386-2552	(213) 386-2546	PBMS@pacbell.net

BID SHEET

FOR JANITORIAL SERVICES AT BALDWIN PARK YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Baldwin Park Yard	\$ 2, 345.00	\$ 28, 140.00
TOTAL ANNUAL PRICE =		28, 140.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		DATE
President		4/13/07
BIDDER'S ADDRESS:		
4055 Wilshire Blvd. Suite257 Los Angeles, CA 90010		
PHONE	FAX	E-MAIL
(213) 386- 2552	(213) 386- 2546	PEMS@pacbell.net

P:\CONTRACTS\REVISED COST\METHODOLOGY.XLS

P-I CONTRACTS REVERSED COST METHODOLOGY XI S

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means

ATTACHMENT B

any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

ATTACHMENT B

apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.



AMENDMENT 1 TO CONTRACT NO. 75908

JANITORIAL SERVICES AT MALIBU YARD/AGOURA YARD

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and PREMIER BUILDING MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75908 was entered into between the COUNTY and the CONTRACTOR on October 24, 2006, for Janitorial Services at Malibu Yard for a period of one year with two 1-year renewal options; and

WHEREAS, this Contract was awarded under the authority of Los Angeles County Code, Section 2.212 (Contracting with Private Business); and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the COUNTY Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for their option-year or otherwise amended after June 15, 2007; and

WHEREAS, the CONTRACTOR is willing to pay its employees providing service under this Contract the revised Living Wage Program's hourly rates; and

WHEREAS, the COUNTY and the CONTRACTOR have agreed on a new annual Contract Maximum Amount, which reflects the CONTRACTOR'S revised Living Wage Program's hourly rates; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add the Agoura Yard to the CONTRACTOR'S janitorial service (hereinafter referred to as "service"); and

WHEREAS, the CONTRACTOR desires to provide the additional services.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

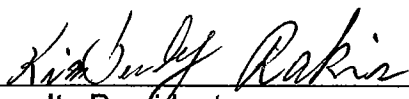
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

PREMIER BUILDING MAINTENANCE
SERVICES, INC.


By  _____
Its President

KIMBERLY RAKIS
Type or Print Name

By  _____
Its Secretary

JOSH SONG
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> }</p> <p>On <u>May 17 2007</u> before me <u>S.H. Kim Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>KIMBERLY RAKIS & Joshua Yunho Song</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal: <u>[Signature]</u> <small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>PRESIDENT</u>, AND <u>SECRETARY</u> <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: <small>NAME OF PERSON(S) OR ENTITY(IES)</small> <u>KIMBERLY RAKIS AS PRESIDENT</u> <u>& Joshua Y. Song as Secretary</u> <u>of Premise Building Maintenance</u> <u>Services, Inc.</u></p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>		

STATEMENT OF WORK

JANITORIAL SERVICES AT ROAD DIVISION 339 - AGOURA YARD

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Jeffrey Donaldson of Road Maintenance District 3, who may be contacted at (310) 348-6448, ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday from 6:30 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Road Division 339 Yard – Agoura, 29773 West Mulholland Highway, Agoura, California 91301.

C. Work Description1. Daily Cleaning (Monday – Friday)

- a. Clean all restroom fixtures, mirrors and floors. Polish all chrome fixtures. Stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
- b. Vacuum all carpeted areas, including any mats or area rugs. Spot clean soiled areas, as necessary.
- c. Clean all glass on entrance doors.
- d. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- e. Sweep and wet mop all hard surfaced floors and steps.
- f. Clean and wipe out all exterior ash trays with damp cloth.
- g. Clean drinking fountains and sinks; also remove hand prints on walls around fountains
- h. Dress and buff floors, as needed.
- i. Dust all office desks and equipment.
- j. Clean and mop all showers.

- k. Clean all conference rooms. Arrange in orderly manner.
- l. Clean outside sand jars or ashtrays.
- m. Spot wash walls, as necessary.
- n. Sweep up and pick up loose trash from around buildings and the yard (Mondays, Wednesdays, and Fridays).
- o. Sweep the Fuel Island area at least once a day or more if needed.
- p. Empty exterior trash cans and dump the collected trash in the designated container.
- q. Clean lunchroom counter, sink, stove top and table.

2. Weekly Cleaning

- a. Wipe dust from office chairs, files, cabinets, shelves, and partition ledges.
- b. Dust furniture in conference rooms. Arrange in orderly manner.
- c. Clean door knobs, kick plates, baseboards, and threshold plates.
- d. Clean exterior window ledges.
- e. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- f. Clean all restroom walls and partitions.
- g. Empty recycling containers at various buildings and dump in a designated container.
- h. Wet mop all hard surfaced floors.

3. Monthly Cleaning

- a. Clean all office glass partitions and office doors. More often, if necessary.
- b. Dust in office walls. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- c. Clean all ceiling vents of dust, film, stains, spillages, etc.
- d. Heavy mop all hard surfaced floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.

- e. Clean/dust all high ledges.
- f. Vacuum upholstered furniture.
- g. Clean inside and outside of all refrigerators.
- h. Clean inside and outside of all microwaves.
- i. Dress and buff floors.

4. Quarterly Cleaning

- a. Scrub, redress and buff all floors. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
- b. High dust all office and corridor areas, and other areas required.
- c. Clean the interior side of all windows in offices that are closed on a regular basis.

5. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
- b. Clean air diffuser grills and ceiling area around diffusers when necessary.
- c. Clean handprints from all office and corridor walls and columns.
- d. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
- e. Clean all exterior screens (more often, if necessary).
- f. Remove and clean Venetian blinds, where applicable.

6. Annual Cleaning

- a. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly vacuumed before shampooing. Carpets shall be thoroughly dry before furniture is replaced in office.
- b. Clean all light fixtures no less than once per year (more often, if necessary).

7. Descriptions of Service Areas

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
Road Superintendent Office and Crew Room	Office Building (tiled, plus two bathrooms)	1,250
Total Square Footage		1,250
Estimated Square Footage of Carpeted Areas		0

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contract Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale build-up on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid overwetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.

8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that any inconsistency be found or determined between these Work Descriptions and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of operation will vary slightly. Usual hours of operation are Monday through Friday, 6:30 a.m. to 4 p.m. The contractor shall provide a minimum of 2 hours per day in order to adequately meet the requested daily cleaning requirements. This minimum does not include the time for the Contractor to perform the incremental cleaning requirements (weekly, monthly, quarterly, semiannual, and annual).

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather dusters, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on-site Contract Manager. The waste water shall not be dumped in parking lots, sinks, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continue
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
- All the time limits and acts required to be done by both parties are of the essence of this Contract;
 - The parties are both experienced in performance of this Contract work;
 - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;
 - The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

PERFORMANCE REQUIREMENTS SUMMARY FOR AGOURA YARD

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
Rate of pay, hours and days of services	Custodians shall be paid in accordance with the Living Wage Ordinance.	Inspection and review of records	\$100 per day in accordance with the Living Wage Ordinance	Delay in monthly payment
Certified Monitoring Report	Shall be submitted along with invoice each month.	Inspection and review of records	\$100 per day in accordance with the Living Wage Ordinance	Delay in Monthly payment
The following services will be deducted as indicated in the Deduction from Contract Price column for the first offense only. The second offense will be double the amount of deduction, the third will be triple the amount of deduction, and any further offense may result in termination of the Contract.				
CONTRACT ADMINISTRATION				
Insurance	Current proof of insurance meeting contract requirements shall be submitted prior to effective date of contract and on a timely basis thereafter.	Inspection and review of records	\$250 per day	\$50 per day from intended date of commencement of work
Training program	Document training of each employee.	Quarterly check of training records against time cards	\$250 per week per untrained employee	
Custodian staffing	Custodian staffing level is equal or exceeds contract requirements.	Inspection and review of records	\$50 per hour per absent employee	
Photo I.D. badges	Photo I.D. badges worn by all employees on the job at all times.	Inspection	\$50 each incident	
Uniform	Uniforms worn by all day time employees on the job.	Inspection	\$50 each incident	
Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	Inspection	\$100 per day for use of non-English speaking supervisor	
Chemicals	Properly labeled, secured, etc.	Inspection	\$20	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
DAILY CLEANING REQUIREMENTS				
Sweep/dust mop and wet mop all floors and steps.	Free of dust, dirt, debris, spillage, etc. Remaining dirt or debris is inconspicuous except on very close inspection.	Inspection	\$50 per room	
Vacuum carpeted areas, including any mats or area rugs, and spot clean as necessary.	Free of dust, dirt, debris, spillages, spots, stains, etc.	Inspection	\$50 per room	
Dust/clean furniture, office desks, and equipment.	Free of dust, lint, fingerprints, spillages, arranged in an orderly manner, etc.	Inspection	\$50 per room	
Clean conference rooms.	Arrange furniture in an orderly manner.	Inspection	\$50 per room	
Clean entrance and exit doors, door glass and doorframes, entrance area windows, and spot clean partition glass.	Free of dust, fingerprints, spots, scuff marks, streaks, etc.	Inspection	\$50	
Spot clean walls and partitions.	Free of spots, fingerprints, streaks, etc.	Inspection	\$25	
Spot clean windows.	Free of spots, fingerprints, streaks, etc.	Inspection	\$25	
Empty and clean interior waste receptacles.	Free of trash, odor, dirt, stains, spillages, etc. Must have clean plastic liners arranged daily.	Inspection	\$20	
Empty and clean exterior waste receptacles.	Free of trash, odor, dirt, stains, streaks, spillages, etc. Must have clean plastic liners arranged daily.	Inspection	\$50	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
DAILY CLEANING REQUIREMENTS				
Clean and wipe out all exterior ashtrays with a damp cloth.	Free of ash, cigarette butts, odor, dirt, streaks, etc.	Inspection	\$20	
Clean drinking fountains and clean and polish basins and sinks.	Free of stains, spots, film, streaks, water marks, handprints on walls around fountains, etc. Chrome should be free of water marks, film, streaks, etc.	Inspection	\$20	
Clean and mop showers.	Free of spots, film, streaks, stains, etc.	Inspection	\$20	
Empty and clean dispensers and containers.	Free of dust, streaks, spots, etc.	Inspection	\$50	
Stock paper supplies.	All dispensers must be filled to capacity.	Inspection	\$50	
Clean mirrors, toilets, sinks, fixtures, and chrome fittings.	Free of dust, spots, fingerprints, streaks, stains, etc. Chrome should be free of water marks, streaks, film, etc.	Inspection	\$20	
Clean lunchroom counter tops, sinks, stove tops, and tables.	Free of dust, dirt, spots, spillages, etc.	Inspection	\$50	
Clean sand jars.	Free if debris, tar, ashes, butts, etc.	Inspection	\$20	
Sweep up and pick up loose trash from around buildings and yard.	Free of dirt, spillages, debris, etc.	Inspection	\$50	
Sweep fuel island.	Free of dirt, debris, etc.	Inspection	\$20	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
WEEKLY CLEANING REQUIREMENTS				
Dust and clean doorknobs, doorjambes, kick plates, baseboards, and threshold plates.	Free of spots, dirt, spillages, wax buildup, etc.	Inspection	\$20	
Dust/clean lower surfaces of chair rungs, desk sides, and ledges.	Free of dust, spots, cobwebs, spillages, wax buildup, etc.	Inspection	\$20	
Dust/clean cabinets and shelves.	Free of dust, spillages, etc.	Inspection	\$20	
Dust desks, chairs, files, and ledges.	Free of dust, debris, etc.	Inspection	\$20	
Dust/clean movable desk files.	Free of dust, debris, etc.	Inspection	\$20	
Clean exterior window ledges.	Free of dust, dirt, debris, spots, spillages, etc.	Inspection	\$50	
Clean balconies and ledges.	Free of dirt, debris, spillages, etc.	Inspection	\$20	
Remove handprints on walls in offices, around door facings, and on corridor walls.	Free of handprints, fingerprints, etc.	Inspection	\$50	
Clean rest room walls and partitions.	Free of fingerprints, spots, spillages, streaks, etc.	Inspection	\$50	
Empty recycling containers and dump in designated container.	Free of trash, odor, dirt, stains, streaks, spillages, etc.	Inspection	\$50	
MONTHLY CLEANING REQUIREMENTS				
Clean ceiling vents and air vents.	Free of dust, film, stains, etc.	Inspection	\$20	
Clean office glass partitions and glass office doors.	Free of dust, spots, fingerprints, streaks, etc.	Inspection	\$20	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
MONTHLY CLEANING REQUIREMENTS				
Vacuum upholstered furniture and draperies.	Free of dust, lint, dirt, etc.	Inspection	\$50	
Clean/Dust high ledges and moldings.	Free of dust, cobwebs, etc.	Inspection	\$50	
Heavy mop all tile and concrete (hard-surfaced) floors.	Free of spots, film, streaks, stains, etc. Apply dressing and buff, as necessary.	Inspection	\$100	
Clean inside and outside of all refrigerators.	Free of spots, film, streaks, spillages, etc.	Inspection	\$20	
Clean inside and outside of all microwaves.	Free of spots, film, streaks, spillages, etc.	Inspection	\$20	
QUARTERLY CLEANING REQUIREMENTS				
Scrub, strip, wax, and buff all tile floors.	Free of dirt, spots, film, streaks, stains, etc.	Inspection	\$10/Square Ft. requiring redo	
High dust all office and corridor areas.	Free of dust, cobwebs, etc.	Inspection	\$50	
Wash and clean interior side of windows.	Free of spots, film, streaks, etc.	Inspection	\$50	
SEMIANNUAL CLEANING REQUIREMENTS				
Dry foam shampoo carpeted floors.	Free of dirt, spots, stains, streaks, spillages, etc.	Inspection	\$10/Square Ft. requiring redo	
Clean air defuser grills and ceiling area around defusers.	Free of dirt, spots, film, streaks, stains, etc.	Inspection	\$100	
Clean all exterior window screens.	Free of dirt, spots, film, spillages, etc.	Inspection	\$100	

REQUIRED SERVICE	STANDARD	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD	COMMENT
SEMIANNUAL CLEANING REQUIREMENTS				
Wash and clean interior and exterior of all exterior windows.	Free of spots, film, streaks, etc. Remove and replace screens; spot clean as necessary.	Inspection	\$100	
Remove and clean Venetian blinds.	Free of dust, film, stains, spillages, etc.	Inspection	\$100	
ANNUAL CLEANING REQUIREMENTS				
Clean light fixtures.	Free of dirt, dust, film, stains, etc.	Inspection	\$250	

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BID SHEET

FOR JANITORIAL SERVICES AT AGOURA YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Road Division 339 Yard - Agoura (Office and Crew Room)	\$ 1,395.00	\$ 16,740.00
TOTAL ANNUAL PRICE =		16,740.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
Kimberly Rakis <i>Kimberly Rakis</i>		
TITLE OF AUTHORIZED PERSON		DATE
President		3/9/2007
BIDDER'S ADDRESS:		
4055 Wilshire Blvd Suite 257 Los Angeles, CA 90010		
PHONE	FAX	E-MAIL
(213) 386-2552	(213) 386-2546	PBMS@pacbell.net

BID SHEET

FOR JANITORIAL SERVICES AT MALIBU YARD

The undersigned Bidder offers to perform the work described in the attached Statement of Work for the following price(s). The Bidder's monthly rate shall include all administrative costs, labor, materials, supervision, transportation, taxes, equipment and supplies unless stated otherwise in the Statement of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
MALIBU YARD	\$ 903.00	\$ 10,836.00
TOTAL ANNUAL PRICE =		10,836.00

LEGAL NAME OF BIDDER		
Premier Building Maintenance Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		DATE
President		4/13/07
BIDDER'S ADDRESS:		
4055 Wilshire Blvd. Suite# 257 Los Angeles, CA 90010		
PHONE	FAX	E-MAIL
(213) 386- 2552	(213) 386- 2546	PBMS@pacbell.net

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JANITORIAL SERVICES AT AGOURA YARD

FORM LW-8

PROPOSER: Premier Building Maintenance Services

[illegible]

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly and annually by each classification; hourly and annual allowances for each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's cost for equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should be shown as annual price as quoted in Form PW-2, Schedule to Prices.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means

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any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and

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certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material

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apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.